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Attorney for Plaintiff and the Proposed Classes

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

SAMUEL KATZ, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

CALIBER HOME LOANS, INC.,

Defendants.

Case No. 4:22-cv-05680-HSG

**JOINT STIPULATION AND ORDER
 TRANSFERRING CASE TO THE UNITED
 STATES DISTRICT COURT FOR THE
 NORTHERN DISTRICT OF TEXAS (as
 modified)**

28 U.S.C. § 1404

Pursuant to 28 U.S.C. § 1404, Plaintiff Samuel Katz (“Plaintiff”) and Defendant Caliber Home Loans, Inc. (“Caliber” or “Defendant”) (together, the “Parties”), through their respective counsel, hereby submit this Joint Stipulation and [Proposed] Order to Transfer Venue to the United States District Court for the Northern District of Texas. Plaintiff and Caliber, through their respective attorneys of record, agree and stipulate as follows:

1. On October 3, 2022, Plaintiff filed the Complaint in this action, ECF No. 1. By stipulation of the Parties, Defendant’s deadline to respond to the Complaint was extended to December 9, 2022. ECF No. 14, 21.

2. On December 9, 2022, Caliber responded to Plaintiff’s Complaint by motion to dismiss. ECF No. 22.

1 3. Following the filing of the motion, the Parties met and conferred in preparation for
2 the case management conference scheduled by the Court for January 3, 2023. ECF 20. During the
3 conference, the parties agreed that venue in the Northern District of California is improper
4 because Plaintiff is not a resident of California, Caliber is incorporated in Delaware and its
5 principal place of business is in Dallas, Texas, and none of the events alleged in the complaint
6 occurred in California. Based on the situs of Caliber's principal place of business in Dallas, Texas,
7 the parties agreed that a transfer of venue to the Northern District of Texas would be appropriate
8 and in the best interests of judicial economy and efficiency. Accordingly, the Parties agree that
9 this transfer is appropriate.
10

11 4. In light of this agreement, the Parties request that all pending deadlines and the
12 Court's Initial Status Conference be vacated.

13 5. The Parties agree that neither party is prejudiced by the agreements set forth herein
14 and that no response is due to the pending motion to dismiss. The Parties agreed that Caliber shall
15 refile its motion to dismiss within 21 days of the completion of the transfer of venue and the
16 briefing schedule for the motion shall follow Local Rule 7-1 of the Northern District of Texas
17 where Plaintiff shall have 21 days in which to file a response and Caliber's reply shall be due
18 within 21 days of the filing of Plaintiff's response.
19

20 THEREFORE, the Parties hereby stipulate and agree, subject to approval by this Court,
21 to transfer this case to the Northern District of Texas.

22 IT IS SO STIPULATED.
23

24 /././

25 /././

26 /././
27

1 Dated: December 27, 2022

PLAINTIFF, on behalf of himself
and others similarly situated,

2 /s/ Anthony I. Paronich

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9 Dated: December 27, 2022

PERKINS COIE LLP


10 By: /s/ Thomas N. Abbott

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Attorneys for Defendant
CALIBER HOME LOANS, INC.

19 PURSUANT TO STIPULATION, IT IS SO ORDERED. The Clerk is directed to
20 close this case.

21 Dated this 28th day of December 2022.

22 
23 Hon. Haywood S. Gilliam, Jr.
24 United States District Court
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